

**RESOLUTION OF THE CITY
COUNCIL OF THE CITY OF
MINNEAPOLIS
Approving Temporary
Construction Easement and
Agreement For St. Anthony
Parkway Bridge Over BNSF
Northtown Yard – Parcel 2**

WHEREAS, on December 9, 1999, the City Council adopted its Resolution No. 99R-426, “Adoption of 2000-2004 Capital Program and fixing the maximum amounts for 2000 to be expended by the various funds”;

WHEREAS, on December 9, 1999, the City Council adopted its Resolution No. 99R-427, “Request to issue and sell bonds for 2000 Capital Program”;

WHEREAS, on December 13, 2004, the City Council adopted its Resolution No. 2004-580, “Adoption of 2005-2010 Capital Program and fixing the maximum amounts for 2005 to be expended by the various funds”;

WHEREAS, on December 13, 2004, the City Council adopted its Resolution No. 2004R-582 and its Resolution No. 2004R-583, “Request to issue and sell bonds for 2005 Capital Program”;

WHEREAS, on May 5, 2007, the City Council authorized submission of an application for federal funds for the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFE TEA LU) for the St. Anthony Bridge Project with a recommendation to commit City funds should the project be selected per federal requirements;

WHEREAS, on April 24, 2009, the City Council authorized proper City Officers to submit the St. Anthony Bridge Project application for Member-Designated High Priority Project;

WHEREAS, on July 2, 2010, the City Council adopted its Resolution No. 2010R-331, “Authorizing execution of State Grant Agreement No. SG-2009-072 between Minneapolis and the Metropolitan Council”;

WHEREAS, on July 2, 2010, the City Council adopted its Resolution No. 2010R-333 and its Resolution No. 2010R-334, “Amending the 2010 Capital Improvement and PW-Transportation Capital Agency Appropriations by \$600,000 upon execution of State Grant Agreement No. SG-2009-072”;

WHEREAS, on March 7, 2013, the City Council authorized a request for proposal for engineering service;

WHEREAS, on July 19, 2013, the City Council authorized execution of a contract with Short Elliott Hendrickson, Inc. for design services and authorized signing the Memorandum of Agreement under Section 106 of the National Historic Preservation Act;

WHEREAS, on November 12, 2013, the City Council adopted a resolution authorizing acquisition through negotiations or condemnation of temporary construction easements and permanent easements across parcels therein for transportation related purposes;

WHEREAS, on February 25, 2014, the City Council adopted its Resolution No. 2014R-____ Project Designation, Bridge Type and Project Layout Approval, approving the project layout for construction of a new St. Anthony Parkway Bridge over the BNSF Northtown Yard;

WHEREAS, agents on behalf of the City have negotiated a proposed agreement with G&G Real Estate, LLC, fee owner of the real estate at 81 St. Anthony Parkway, which is described in Exhibit A attached hereto, under which G&G Real Estate, LLC will grant the City a temporary easement containing 5,482 square feet for the St. Anthony Parkway Bridge Project for compensation in the amount of \$3,000.00;

WHEREAS, the proposed settlement amount to be paid to the owner is consistent with the opinion of damages expressed by an independent real estate appraiser retained by the City, whose appraisal report was provided to the owner in the course of negotiations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINNEAPOLIS:

Upon approval of this proposed easement and agreement by the City Attorney and outside counsel retained by the City and execution and delivery of the easement on behalf of G&G Real Estate, LLC, the City Contracting Officer is authorized to execute the easement and agreement on behalf of the City and to pay G&G Real Estate, LLC, the amount described in the agreement.

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT, made this ____ day of _____, 2014, by and between G & G Real Estate, LLC, a Minnesota limited liability company, Grantor, and the City of Minneapolis, a Minnesota municipal corporation, Grantee.

Recitals

1. **Legal Description of Property.** Grantor is the owner in fee simple of the real estate hereinafter described ("Property"):

Parcel 1:

A parcel of land comprising parts of Lots 6 and 7, Auditor's Subdivision No. 35, Hennepin Co., Minn according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota. described as follows: Beginning at a point in the North line of St. Anthony Boulevard, formerly 33rd Avenue Northeast, distant 580 feet Easterly measured along the North line of said St. Anthony Boulevard, from the West line of said Lot 7; thence from said point of beginning Northerly parallel with the West line of said Lots 7 and 6 a distance of 373.8 feet to a point; thence Easterly along a line running parallel with the North line of said St. Anthony Boulevard to the intersection with Line A (described below), thence continuing along said line A to the North line of St. Anthony Boulevard; thence West along the North line of said St. Anthony Boulevard to the point of beginning.

Line A herein being described as beginning at a point in the North line of St. Anthony Boulevard (formerly 33rd Avenue Northeast) in the City of Minneapolis, Hennepin County, Minnesota, distant 250 feet East measured along said North line of said St. Anthony Boulevard from the West line of said Lot 7; thence North along a line which is parallel to the West line of said Lots 7 and 6 a distance of 493.8 feet; being the point of beginning of said line; thence East along a line which is parallel to said North line of St. Anthony Boulevard a distance of 233.4 feet to a point; thence Southeasterly along a curved line to the right a distance of 342.9 feet, said curve having a radius of 319.62 feet and said radius of said curve at its most Westerly terminus being at right angles with the straight line last above described; thence continuing Southeasterly in a straight line at right angles with the radius of said curve at its most Southerly terminus and parallel with said Northeasterly line of said Lot 6 to the North line of said St. Anthony Boulevard and there terminating.

Parcel 2:

All that part of Lot 6, Auditor's Subdivision No. 35, Hennepin Co., Minn., bounded and described as follows: Commencing at a point in the North line of St. Anthony Boulevard, formerly 33rd Avenue Northeast, distant 250 feet East, measured along the North line of said St. Anthony Boulevard, from the West line of Lot 7, in said Auditor's Subdivision No. 35; thence Northerly along a line parallel with the West line of said Lots 7 and 6 a distance of

373.8 feet to the actual point of beginning of the tract of land herein described; thence continuing Northerly along the last mentioned parallel line a distance of 120 feet; thence Easterly along a line parallel with said North line of St. Anthony Boulevard for a distance of 233.4 feet; thence Southeasterly on a tangential curve to the right having a radius of 319.62 feet to a point of intersection with a line running parallel with said North line of St. Anthony Boulevard through the point of beginning, thence Westerly along the last mentioned parallel line to the point of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

Parcel 3:

That part of Lots 6 and 7, Auditor's Subdivision No. 35, Hennepin Co., Minn., described as follows: Beginning at a point in the North line of St. Anthony Boulevard (formerly 33rd Avenue Northeast) distant 250 feet Easterly measured along the North line of said St. Anthony Boulevard from the West line of said Lot 7; thence from said point of beginning Northerly parallel with the West line of said Lots 7 and 6 a distance of 373.8 feet to a point; thence Easterly along a line running parallel with the North line of said St. Anthony Boulevard a distance of 330 feet to a point; thence Southerly along a line running parallel with the West line of said Lots 6 and 7 a distance of 373.8 feet to a point in the North line of said St. Anthony Boulevard; thence Westerly along the North line of said St. Anthony Boulevard a distance of 330 feet to the point of beginning, according to the plat thereof on file and of record in the office of the Register of Deeds, in and for Hennepin County, Minnesota.

Abstract Property

Containing 270,390 square feet (6.21) acres)

P.I.D. No. 03-029-24-14-0009

Street Address-81 St. Anthony Parkway, Minneapolis, MN.

2. Grant of Temporary Easement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby bargains, sells and transfers unto Grantee, its successors and assigns, a temporary construction easement over, under, across and upon that part of the Property which is legally described as follows:

Those parts of Lots 6 and 7, Auditor's Subdivision No. 35, Hennepin Co., Minn., according to the recorded plat thereof, Hennepin County, Minnesota, lying northerly of the north right-of-way line of St. Anthony Parkway; lying southwesterly of the westerly right-of-way line of the Canadian Pacific Railroad; and lying easterly and southerly of a line described as follows:

Beginning at a point on said north right-of-way line of St. Anthony Parkway, distant 863.31 feet east of the west line of said Lots 6 and 7, as measured along said north right-of-way line; thence northerly, at a right angle to said north right-of-way line, a distance of 100.00 feet; thence easterly, at a right angle to the last described line, to the intersection with said westerly right-of-way line of Canadian Pacific Railroad, and there terminating.

Containing 5,482 square feet

3. **Rights Within Temporary Easement.** Said temporary easement shall include, but not be limited to, the right of the Grantee, its contractors, employees, agents and invitees to enter upon said easement tract, for the purpose of constructing roadway, utility and drainage improvements, and all purposes in furtherance thereof, or related thereto, including grading, sloping, excavating, restoring, depositing earthen materials, moving and storing equipment, supplies, and materials, and removing pavement, sidewalks, bushes, trees, undergrowth and other buildings, improvements and obstructions as, in the judgment of Grantee, may interfere with Grantee's construction of such roadway, utility and drainage improvements.

4. **Terms of Temporary Easement.** The term of the temporary easement granted herein shall commence on the effective date stated in a written notice from Grantee, which notice is given at least 30 days prior to the effective date stated in said notice, and shall terminate on the date which is 12 months after the effective date stated in the written notice, but in any event shall terminate no later than November 1, 2016.

5. **Title.** Grantor represents that it is the owner of the Property in fee simple and. that it has the right to grant said easements.

6. **Restoration of Property.** Prior to the expiration of the temporary easement term, Grantee shall restore the surface of the temporary easement tract in a manner consistent with Grantor's overall use of the Property and landscaping plans.

7. **Binding Effect.** The terms and conditions of this instrument shall run with the land and be binding on the Grantor and the personal representatives, heirs, devisees, successors and assigns of Grantor.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed the day and year first above written.

GRANTOR:

G & G REAL ESTATE, LLC

By: _____
Michael G. Zweigbaum
Chief Manager

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss.

This instrument was acknowledged before me on _____, 2014, by Michael G. Zweigbaum, the Chief Manager of G & G Real Estate, LLC, the Minnesota limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said limited liability company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kennedy & Graven, Chartered (RJL)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
612-337-9300